

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THE GUARANTEE COMPANY OF NORTH
AMERICA USA, a Michigan Corporation;

Plaintiff,

vs.

CONSTRUCTION SERVICES UNLIMITED, a
Nevada Corporation; GLOBAL
DEVELOPMENT GROUP, LLC, a Nevada
limited liability company; MICHAEL D.
FROELICH, an individual; BARBARA
FROELICH, an individual;

Defendants.

Case No.: 2:14-cv-01745-APG-NJK

DEFAULT JUDGMENT

(ECF Nos. 44, 45)

Defendants Construction Services Unlimited, Global Development Group, LLC, Michael D. Froelich, and Barbara Froelich (collectively the “Defendants”) have failed to appear, plead, or otherwise defend this action. Default was entered against the Defendants on November 25, 2014. ECF No. 16. Plaintiff The Guarantee Company of North America USA (GCNA) has moved for entry of default judgment. ECF Nos. 44, 45. Based on the evidence contained in those motions and related papers, good cause exists to enter default judgment in GCNA’s favor.

Pursuant to the Indemnity Agreement at issue in this case, the Defendants agreed to indemnify GCNA from all expenses, losses, costs, professional fees, and disbursements that GCNA incurs because of the Payment Bonds it issued. GCNA has incurred the following losses, fees, and expenses, which it is entitled to recover from the Defendants:

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<u>Description</u>	<u>Amount</u>
Ferguson Enterprises, Inc.	\$29,710.26
Aztech Materials Testing, Inc.	\$6,653.00
Lynx Construction	\$9,356.73
Adjuster Expenses	\$1,350.77
Attorney Fees	\$95,067.50
Costs	\$3,488.69
Anticipated Attorney Fees	\$1,500.00
Total:	\$147,126.95

IT IS HEREBY ORDERED that the plaintiff's motions for default judgment (**ECF Nos. 44, 45) are GRANTED.** Judgment is entered against defendants Construction Services Unlimited, Global Development Group, LLC, Michael D. Froelich, and Barbara Froelich, jointly and severally, in the principal amount of \$147,126.95, with pre-judgment interest at the maximum legal rate from the date the amounts became due, and post-judgment interest accruing at the maximum legal rate from the date of entry of Judgment until paid in full.

IT IS FURTHER ORDERED that the Defendants are required to post collateral security in the amount of \$350,000 to GCNA to secure and exonerate GCNA from all claims, losses, and expenses either feared or to be incurred as a consequence of the Payment Bonds issued by GCNA on behalf of the Defendants.

Dated this 6th day of December, 2016.



Andrew P. Gordon
UNITED STATES DISTRICT JUDGE